

# Exhibit A

Memorandum of Understanding to Participate in Private  
Sale, November 28, 2017

### Memorandum on Private Sale Participation

Sunday Group Incorporated (5550 Painted Mirage Rd. Suite 320 Las Vegas, NV 89149; hereinafter referred to as “Party A”) and insert your name [hw:] Tetsuya Nakamura (hereinafter referred to as “Party B”) do hereby enter into an agreement (hereinafter referred to as “the Memorandum”) regarding the sale of initial purchase quotas for related parties (hereinafter referred to as “the Private Sales”) of the cryptocurrency “Mobby” planned for sale by party A.

#### Article 1 (Eligibility for the Private Sale)

1. Party A shall allot a Private Sale quota for the cryptocurrency “Mobby” (hereinafter cryptocurrency “the Currency”) to Party B with the following conditions.  
Cryptocurrency name: Mobby  
Price per unit: Ethereum or Bitcoin equivalent to US\$10,000  
**Requested number of units:** [hw:] **200 units**
2. By making the payment specified in the following article, when the Currency is issued, Party B shall obtain the right to acquire an allotment of the Currency at a quantity multiplying the quantity of Currency per purchase quota unit for the Private Sale set at the time of issue times the requested number of units in the preceding paragraph.
3. By entering into this Memorandum, Party B at the same time expresses their intent to enter into a purchase agreement for the Currency based on the contents set forth in the purchase agreement for the Currency created and designated by Party A (hereinafter cryptocurrency “Official Agreement”), and the quantity of Currency acquired, the allotment method and other purchase conditions shall be as set forth in said Official Agreement.
4. Regarding the Official Agreement in the preceding paragraph, a purchase agreement for the Currency shall be concluded based on the contents of said Official Agreement once Party A has created the Official Agreement and notified Party B of its contents. Should Party B be presented with the Official Agreement by Party A in order to certify the conclusion of the purchase agreement for the Currency based on the contents of said Official Agreement, Party B shall promptly sign and affix their seal to said Official Agreement and return it to Party A.

#### Article 2 (Purchase charges, payment method and payment deadline)

1. To participate in the Private Sale, Party B shall pay Ethereum or Bitcoin equivalent to the U.S. dollar amount of the payment amount per unit set forth in Paragraph 1 of the preceding article times the number of purchased units (hereinafter cryptocurrency “the Amount Payable”). The exchange rate between U.S. dollars and Ethereum or Bitcoin shall be the exchange rate on the cryptocurrency exchange designated by Party A at the time designated separately by Party A.
2. Party B shall pay Party A within three (3) days of entering into the Memorandum by transfer to the cryptocurrency account designated separately by Party A. Party B shall be responsible for transfer fees.
3. Should the Amount Payable not be paid within the period set forth in the preceding paragraph, Party B shall lose the right to participate in the Private Sale and the Memorandum shall no longer be effective.

#### Article 3 (Refund of Payment)

1. Party A shall not refund the Amount Payable in any cases whatsoever except when set forth separately in the Official Agreement.

2. Party B confirms in advance that participation in the Private Sale and payment of the Amount Payable are an opportunity from Party A to participate in investing in the early stages of development of the Currency and that Party A makes no guarantee whatsoever on returns, profits, income or other investment results, including refund of the Amount Payable.

Article 4 (Compensation for damages)

Party A and Party B must compensate for any damages to the other party due to violation of the Memorandum; provided, however, that the amount of damages shall be limited to the Amount Payable set forth in Article 2.

Article 5 (Governing law and court of jurisdiction)

The laws of Japan shall be the governing law of the Memorandum, and the address of Defendant shall be the exclusive court of jurisdiction for first instance, depending on the lawsuit amount, for all disputes arising from or related to the Memorandum.

IN WITNESS WHEREOF, this Memorandum has been executed in duplicate with the parties hereto affixing their seals or names thereon and each party retaining one copy thereof.

[hw:] *November 28, 2017*

|           |                       |   |                   |
|-----------|-----------------------|---|-------------------|
| (Party A) | Address:              | 5550 Painted Mirage Rd. Suite 320 Las Vegas, NV 89149 |                   |
|           | Company name:         | Sunday Group Incorporated                             |                   |
| (Party B) | Email address:        | [hw:] <i>nakamura.tetuya@ims.gr.jp</i>                |                   |
|           | Phone No.:            | [hw:] <i>090-2648-5225</i>                            |                   |
|           | Name:                 | [hw:] <i>Tetsuya Nakamura</i>                         | Seal or signature |
|           |                       | [seal:] <b>Nakamura</b>                               |                   |
|           | Pronunciation of name | [hw:] <i>Tetsuya Nakamura</i>                         |                   |
|           | Introduced by:        | [hw:] <i>[Tatsu Imachi]</i>                           |                   |




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City of New York, State of New York, County of New York

I, Shayna Himelfarb, hereby certify that the document “**Ex. 1 to Motion to Dismiss (Mobby MOU) (1)**” is, to the best of my knowledge and belief, a true and accurate translation from Japanese into English.

  
Shayna Himelfarb

Sworn to before me this  
November 18, 2022

  
Signature, Notary Public

Stamp, Notary Public

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